

LIMITATION OF OBLIGATION AND LIMITATION OF COST FOR TASK CWO CONTRACTING

(This AGP supersedes the GP Article of this Contract entitled "Limitation of Cost.")

- (a) The parties estimate that the total cost for performance of an individual Contract Work Order (CWO), exclusive of any fee, will not cost the Institute more than (i) the estimated cost specified in the individual Contract Work Order (CWO), or, (ii) if this is a cost-sharing contract, the Institute's share of the estimated cost specified in the individual Contract Work Order (CWO). The Contractor agrees to use its best efforts to perform the work specified in each individual Contract Work Order (CWO) and all obligations under each individual Contract Work Order (CWO) within the estimated cost of such CWO which, if this is a cost-sharing contract, includes both the Institute's and the Contractor's share of the cost.
- (b) The Contractor shall notify JPL in writing whenever it has reason to believe that:
 - (1) The costs the Contractor expects to incur under any individual Contract Work Order (CWO) in the next 60 days, when added to all costs previously incurred, will exceed 75% of the estimated cost specified in that individual Contract Work Order (CWO); or
 - (2) The total cost for the performance of an individual Contract Work Order (CWO), exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) As part of the notification, the Contractor shall provide JPL a revised estimate of the total cost of performing the individual Contract Work Order (CWO).
- (d) Except as required by other provisions of this Contract, specifically citing and stated to be an exception to this Article:
 - (1) The Institute is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in an individual Contract Work Order (CWO) or, (ii) if this is a cost-sharing Contract, the estimated cost to the Institute specified in the individual Contract Work Order (CWO); and
 - (2) The Contractor is not obligated to take action under the "Termination" Article of this Contract or to continue performance under an individual Contract Work Order (CWO) or otherwise incur costs in excess of the estimated cost specified in the individual Contract Work Order (CWO), until JPL (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing that individual Contract Work Order (CWO). If this is a cost-sharing Contract, the increase shall be allocated in accordance with the formula specified in the individual Contract Work Order (CWO).
- (e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than a duly authorized representative of JPL shall affect the estimated cost of an individual Contract Work Order (CWO). In the absence of the specified notice, the Institute is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, or if this is a cost-sharing Contract, for any costs in excess of the estimated cost to the Institute specified in the individual Contract Work Order (CWO), whether those excess costs were incurred during the course of the individual Contract Work Order (CWO) or as a result of termination.
- (f) If the estimated cost specified in the individual Contract Work Order (CWO) is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless JPL issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- (g) Directions, orders, notices, requests and the like issued by JPL pursuant to the "Changes" Article or any other provision of this Contract shall not be considered an authorization to exceed the estimated cost specified in an individual Contract Work Order (CWO), in the absence of a statement in a Unilateral Modification or other Contract Modification increasing the estimated cost.
- (h) Limitation of Obligation: The Institute shall not be obligated to pay the Contractor any amount in excess of the estimated cost set forth in the CWO and the Contractor shall not be obligated to continue performance of the work described in such CWO or, to otherwise incur costs in excess of such estimated cost, unless and until JPL shall have issued a written CWO Supplement increasing such estimated cost.